

SAPC-16799
Copy 3 of 6

20 June 1957

MEMORANDUM FOR: Project Comptroller

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SUBJECT : Contract Termination - [REDACTED]

REFERENCE : SAPC-16620, dated 14 June 1957, same subject

1. In view of the possibility that there may have been several interpretations of the referenced memorandum, an opinion from the General Counsel regarding disposition of [REDACTED] final settlement, I twice this date sought out the General Counsel for amplification in order that our final disbursement might be proper.

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2. It is Mr. Houston's statement that it was his intent, not actually stated in these words in the referenced memorandum, that his opinion should serve as the basis for a final settlement to [REDACTED] of \$4500.00 under the terms of Sections 3 and 7 of the basic contract. Mr. Houston added that this should be regarded as a lump sum payment which [REDACTED] becomes eligible for on the date he left his post of duty abroad, and as an accrued benefit on that date it could be paid him immediately without reference to any requirement that he actually serve the 90 days called out in Section 3 of the basic document.

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3. Mr. Houston added that it was his further opinion that [REDACTED] should not accrue leave for the 90 days represented in the \$4500.00 final payment, since his interpretation was that leave would accrue only when duty was served, and since there was no requirement implicit in his opinion for duty to be served to get the money, no leave should accumulate in this instance.

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4. I trust that these remarks added in amplification by Mr. Houston will now permit you to effect the necessary disbursement so that [REDACTED] can be cleared from the Project prior to his anticipated early return to the Air Force in something less than a week from date.

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[REDACTED]
Project Director of Administration
PCS/DCI

JAC/slh

Distribution:

- 1 & 2- Addressee
- ✓ 3- Project Dep Dir
- 4- Personnel ([REDACTED])
- 5- Administration
- 6- RI Chrono

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